



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

such would be the result, he could not set it up as a defence.¹ But this is said to be contrary both to medical and legal authority.²—*Ed. Am. Law Reg.*

Court of Queen's Bench, Easter Term, May 4, 1852.

LLOYD *v.* HENRY OLIVER.³

In an Action by Payee against the Maker of the following Instrument—"Two Months after Date I promise to pay to T. R. L., or Order, 99l. 15s. for Value received"—in the Corner was the Name of the Plaintiff, and his Acceptance was written across the instrument:—*Held*, that it might be treated as a Bill of Exchange.

Action by Payee against the drawer of a bill of exchange. Plea, *non accepit*. On the trial, before Erle, J., at the London Sittings in this term, the plaintiff gave in evidence the following instrument:—

"99l. 15s.

"London, July 17, 1851.

"Two months after date I promise to pay to Mr. T. R. Lloyd, or order, the sum of ninety-nine pounds fifteen shillings, for value received.

"HENRY OLIVER.

"John Edward Oliver, Birmingham."

Across the instrument was written:—

"Accepted, payable Spooner, Attwood & Co., bankers, London.

"EDWARD OLIVER."

The plaintiff, who was called as a witness, stated that he gave the bill to Henry Oliver to get it accepted, and that he brought it back with the names of the drawer and acceptor, but with the words "I promise to pay" interlined. It was contended for the

¹ 3 Am. Jur. 10.

² Bost. Med. & Surg. Jour. 568; Wharton's Crim. Law, 47.

³ 16 Jur. 833.

defendant that this was a promissory note, and not a bill of exchange. The learned judge was of opinion that it might be declared upon as a bill of exchange; and a verdict was entered for the plaintiff.

Gray now moved for a rule *nisi* to enter a nonsuit, or for a new trial on the ground of misdirection.—In *Edis v Bury*, (6 B. & Cr. 433,) where the instrument began as this does, Littledale, J., said, (p. 436), “In order to make this a bill of exchange the words ‘I promise’ must be rejected; and those words constitute the essential difference between a bill of exchange and a promissory note.” [Lord Campbell, C. J.—The decision in that case was only that the instrument might be treated as a promissory note as against the maker.] In contemplation of law it must be a bill of exchange before any acceptance is put upon it. [He also cited *Block v. Bell*, (1 Moo. & R. 149).]

LORD CAMPBELL, C. J.—I am clearly of opinion, that, as against Henry Oliver, the drawer, this instrument may be treated as a bill of exchange, and that it might have been so treated even before it was accepted, because it was directed to John Edward Oliver, and that must mean that he was requested to pay the money therein mentioned two months after date. I do not reject the words “I promise to pay;” they may be considered as expressing what is implied by law, viz. that the drawer of the bill promises to pay, if the person to whom it is directed does not pay. This instrument might also, as against Henry Oliver, be treated as a promissory note. Such an equivocal instrument as this may, as Lord Ellenborough held, be treated either as a bill of exchange or as a promissory note, as against the person who framed it; and, in the latter case, the maker of it would not be entitled to notice of dishonor, which is all that was decided in *Edis v. Bury*, (6 B. & Cr. 433).

ERLE, J.—I have no doubt, that, as against the present defendant, this instrument may be treated as a bill of exchange. The language of it must be taken with reference to the surrounding circumstances. There is the name of a drawee at the bottom, and

there is an acceptance, signed by him, written across the bill; and it is perfectly clear, that, according to mercantile usage, these circumstances point it out to be a bill of exchange. It was proved that this instrument had never been out of the hands of the parties by whom it was concocted, until it was in a perfect state. It therefore never had any existence as a promissory note; and, from what appeared at the trial, there is no injustice in saying that the words "I promise to pay" were interlined for the purpose of taking the course which has now been pursued.

CROMPTON, J.—I am of the same opinion. Those decisions should not be impeached which say that a party may treat such an equivocal instrument as this either as a bill of exchange or as a promissory note. But in my opinion this is most like a bill of exchange.—*Rule refused.*¹

RECENT FRENCH DECISIONS.

Tribunal de Commerce de la Seine. July, 1852.

MALGAIGNE v. DE SAINT PRIEST.

The editor of an Encyclopedia has no right to alter the manuscript of a contributor whose article appears in his own name, in order to harmonize it with the general doctrines of the work.

The circumstances under which the question arose are detailed in the judgment of the Court.²

THE TRIBUNAL, after due consideration of this case, deciding as well on the claim of Malgaigne, as on the cross-demands of the defendant, adjudges as follows:

Saint Priest, editor in chief of the *Encyclopédie du dix neuvième siècle*, employed Malgaigne to prepare for that work the article on

¹ See Story on Promissory Notes, § 16, Gillespie v. Mather, 10 Barr, 31.

² In this and the next case, the opinions of the court are divested of the technical form with which a French judgment is clothed, but are otherwise substantially as they appear in the work whence they are taken. The decisions themselves, as the law of copyright in France is based upon similar principles to our own, are of great weight, if they be not actual authorities.